

23-bk-00220-MJC

Statement of Claim by KNEPH, LLC  
d/b/a Realty Network Group  
against Debtor, George A. Semian

\$130,306.51 per judgment entered on 11/9/2022

\$ 1,777.80 Interest at 6% per annum from 12/9/2022-1/31/2023 at \$21.42/day

\$132,084.37 TOTAL DUE as of 2/1/2023

MAURI B. KELLY  
IN THE COURT OF COMMON PLEAS  
OF LACKAWANNA COUNTY  
2022 NOV 9 P 12:05

GEORGE SEMIAN,

Plaintiff,

v.

KNEPH, LLC, d/b/a REALTY  
NETWORK GROUP,

Defendant.

CLERKS OF JUDICIAL  
RECORDS CIVIL DIVISION

NO. 12-CV-0442

PRAECIPE TO INDEX JUDGMENT

TO: Lackawanna County Prothonotary

Pursuant to Rule 3021 of the Pennsylvania Rules of Civil Procedure, kindly enter into the judgment index of Lackawanna County the Order of Judge Thomas Munley dated February 25, 2021, against Plaintiff/Counterclaim Defendant, George Semian, awarding damages in the amount of \$130,306.51. A copy of the

certified Order is attached hereto as Exhibit "A."

Respectfully submitted:



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Nicholas F. Kravitz  
Suzanne P. Conaboy  
Brian J. Levy

Attorneys for Defendant/  
Counterclaim Plaintiff, KNEPH, LLC

Myers, Brier & Kelly, LLP  
425 Biden Street, Suite 200  
Scranton, Pa. 18503  
(570) 342-6100

Date: November 9, 2022

## CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently from non-confidential information and documents.



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Nicholas F. Kravitz

Date: November 9, 2022

MAURI B. KELLY  
LACKAWANNA COUNTY  
2022 NOV - 9 P 12:05  
CLERKS OF JUDICIAL  
RECORDS CIVIL DIVISION

# **EXHIBIT “A”**

George Semlan,

Plaintiff/Counterclaim Defendant

v.

KNEPH, LLC.,

Defendant/Counterclaim Plaintiff

MAURI B. KELLY  
LACKAWANNA COUNTY

2021 FEB 25 P 2:32

IN THE COURT OF COMMON PLEAS  
CLERK OF LACKAWANNA COUNTY,  
JUDICIAL RECORDS PENNSYLVANIA  
CIVIL DIVISION

Civil Action – Law

Docket No.: 12-CV-442

ORDER

AND NOW this 25<sup>th</sup> day of February, 2021, upon consideration of the testimony and exhibits presented at the Hearing for Damages via Zoom on November 9<sup>th</sup>, 2020, and the Findings of Fact and Conclusions of Law submitted by parties, it is hereby ORDERED and DECREED that the Court finds as follows:

1. The measure of damages for breach of contract is compensation for the loss sustained.

Lambert v. Durallum Products Corp., 72 A.2d 66, 67 (Pa. 1950). Plaintiffs should be placed as nearly as possible in the same position they would have occupied had there been no breach. Massachusetts Bonding & Ins. Co., v. Johnston & Harder, Inc., 343 Pa. 270, 22 A.2d 709 (Pa. 1941).

2. Defendant/Counterclaim Plaintiff, KNEPH, LLC, through testimony and exhibits presented a detailed accounting of all damages sought and thus, has met their burden. See Kaczkowski ("a claim for damages must be supported by a reasonable basis for calculation." Kaczkowski v. Bolubasz, 491 Pa. 561, 567, 421 A.2d 1027, 1030 (1980))

CERTIFIED  
FROM THE RECORD

SEP 21 2022

CLERK OF JUDICIAL RECORDS  
MAURI B. KELLY

3. Plaintiff/Counterclaim Defendant, George Semian's argument, alleging that the evidence of damages presented by Defendant/Counterclaim Plaintiff, KNEPH, LLC, was insufficient to meet its burden was not persuasive as it is not supported by the evidence submitted.
4. With regards to damages for Breach of Contract for failure to repay loans, the Court finds for Defendant/Counterclaim Plaintiff, KNEPH, LLC and against Plaintiff/Counterclaim Defendant, George Semian in the amount of seventeen-thousand dollars (\$17,000.00).
5. With regards to damages for Breach of the Asset Purchase Agreement by failing to disclose misappropriation of escrow funds, the Court finds for Defendant/Counterclaim Plaintiff, KNEPH, LLC and against Plaintiff/Counterclaim Defendant, George Semian in the amount of twelve-thousand one-hundred dollars (\$12,100.00).
6. With regards to damages for Breach of the Asset Purchase Agreement by failing to disclose misappropriation of escrow funds and inclusion of false information in the records of Semian Real Estate Group prior to the Asset Purchase Agreement, causing KNEPH to rebrand Semian Real Estate Group, the Court finds for Defendant/Counterclaim Plaintiff, KNEPH, LLC and against Plaintiff/Counterclaim Defendant, George Semian in the amount of one-hundred and one-thousand two-hundred and six dollars and fifty-one cents (\$101,206.51).

Therefore, the Court finds for the Defendant/Counterclaim Plaintiff, KNEPH, LLC, and against the Plaintiff/Counterclaim Defendant, George Semian in the total amount of one-hundred and thirty-thousand three-hundred and six dollars and fifty-one cents (\$130,306.51).

BY THE COURT

Thomas M. Munkley  
J.

**CERTIFICATE OF SERVICE**

I, Nicholas F. Kravitz, hereby certify that a true and correct copy of the foregoing Praecipe to Index Judgment was served upon the following counsel of record by first-class mail, postage prepaid, on this 9th day of November 2022:

William E. Vinsko, Jr., Esquire  
Vinsko & Associates, P.C.  
37 North River Street  
Wilkes Barre, PA 18702  
*Attorney for Plaintiff*



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Nicholas F. Kravitz

MAURI B. KELLY  
LACKAWANNA COUNTY  
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RECORDS CIVIL DIVISION